

# **State of New Hampshire Department of Health and Human Services**

REQUEST FOR PROPOSALS RFP-2018-DCYF-10-ENHAN

FOR

**Enhanced Placement and In-Home Service Capacity Program**

October 6, 2017



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## 1. INTRODUCTION

### 1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for enhanced residential treatment programming and individualized in-home community based services to youth between the ages of eleven (11) and twenty-one (21) years who may have struggled to complete treatment goals in multiple programs both in home as well as within a residential treatment setting. The Department is seeking more than one Vendor to provide services outlined in this RFP.

*In accordance with the provisions of [2017 Laws Chapter 156, Section 165](#), the care and services that are being sought for this population includes “an increase in the state’s capacity for placement in Medicaid-eligible settings of no fewer than 35 minors . . . who are not serious violent offenders by January 1, 2018 . . .,” 2017 Laws Ch. 156:165. This additional capacity may be developed at either existing or new facilities; and it may utilize existing or newly licensed residential beds, or existing or newly certified beds. The community based services requested may be existing programs or new programs which provide in-home services in the youths’ family home or in a foster care home.*

The New Hampshire Department of Health and Human Services (DHHS), Division of Children, Youth and Families (DCYF), is seeking vendors who can:

- Provide care and services to youth as contemplated by the legislature.
- Ensure a broad spectrum of community based services is available to support youth and their families with behavioral challenges.
- Demonstrate an ability to provide the proposed services independently or in conjunction with other service providers.

The Department is hopeful that services provided through contracts awarded through this RFP will result in a continuum of care that includes a service array that meets the needs of the population served, as described in Section 2, Scope of Work. Independently, or through partnerships, Vendors will work with the Department to ensure youth and their families receive needed services in a meaningful, organized and coordinated community based partnership model.

### 1.2. Request for Proposal Terminology

**CBT – Cognitive Behavioral Therapy**

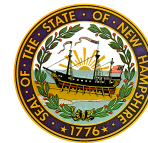
**CEU – Continuing Education Unit**

**CRSW – Certified Recovery Support Worker**

**DBT– Dialectical Behavior Therapy**, a modified form of cognitive behavioral therapy (CBT), that was developed in late 1980s by Marsha M. Linehan, a psychology researcher at the University of Washington, to treat people with borderline personality disorder (BPD) and chronically suicidal individuals.

**DCYF or Division – Division for Children, Youth and Families**

**Delinquent or Delinquent Minor –** “a person who has committed an offense before



reaching the age of 17 years which would be a felony or misdemeanor under the criminal code of this state if committed by an adult, and is expressly found to be in need of counselling, supervision, treatment, or rehabilitation as a consequence thereof.” [Note: This definition in RSA 169-B:2, IV, is the broadest and most commonly applied, although somewhat narrower definitions are found in RSA 21-H:2, IV; RSA 169-A:2 (Article III, Interstate Compact on Juveniles); RSA 169- A:9; RSA 170-H:2, V; and RSA 621:3, V.]. Included are persons between seventeen (17) and twenty-one (21) years of age for whom the court has obtained or retained jurisdiction pursuant to RSA 169-B:4. Excluded are persons whose behaviors are defined by RSA 169-D:2, IV, as “child in need of services”, and persons whose offenses are excluded by RSA 169-B:32.

### **DHHS or Department – Department of Health and Human Services**

**EMDR – Eye Movement Desensitization and Reprocessing** - a form of psychotherapy developed by Francine Shapiro that emphasizes the role of distressing memories in some mental health disorders, particularly posttraumatic stress disorder (PTSD).

**ESY– Extended School Year**, opportunity for youth with an IEP to have additional instruction outside the traditional school schedule.

**Evidence-Based Practice** – A practice that is based on rigorous research that has demonstrated effectiveness in achieving the outcomes that it is designed to achieve. (From SAMHSA National Registry of Evidenced-Based Practices and Programs)

### **G&C – Governor and Executive Council**

**HiSET – High School Equivalency Test**, State-issued high school equivalency credential. It is the new alternative to the GED test. Passing the **HiSET** exam indicates having attained the academic knowledge and proficiency equivalent to a high school graduate.

**IEP – Individualized Education Program**, a written plan for the education of a child/youth with a disability that has been developed by a school district in accordance with rules adopted by the state Board of Education, and that provides necessary special education, or special education and educationally related services, within an approved program. (RSA 186-C:2(III)); OR means a child-specific written plan that meets educational needs of a child/youth with a disability, as defined in RSA 186-C:2, III.

### **NAADAC – New Hampshire Training Institute on Addictive Disorders**

**OJJDP – Office of Juvenile Justice and Delinquency Prevention**, Office of the United States Department of Justice and a component of the Office of Justice Programs.

**Permanency** – A child/youth having a legally permanent caregiver to nurture his/her healthy development. As defined in the Child and Family Services Reviews, a child in foster care is determined to have achieved permanency when any of the following occurs: (1) The child is discharged from foster care to reunification with his or her parent or other relative; (2) the child is discharged from foster care to a legally finalized adoption; or (3) the child is discharged from foster care to the care of a legal guardian; OR means the process to ensure a child has a safe, stable environment with a life-long



relationship with a nurturing caregiver to establish the foundation for a child's healthy development.

**PLATO – Programmed Logic for Automatic Teaching Operations**, the first general-use computer-assisted instruction program designed to deliver.

**PREA – Prison Rape Elimination Act of 2003**, the standards enacted on August 20<sup>th</sup>, 2012 and enforced by the U.S. Department of Justice to eliminate prison rape.

**RFP – Request for Proposals**, a Request for Proposals is an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the Vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

**SFY – State Fiscal Year**, begins July 1st and ends June 30th

**SYSC – John H. Sununu Youth Services Center**, or the “**Youth Detention Services Unit**,” the architecturally secure juvenile treatment facility administered by the Division for Children, Youth and Families for committed juveniles and detained youth, and for NH youth involved with the NH court system prior to their adjudication.

**TF-CBT – Trauma Focused Cognitive Behavioral Therapy**, an evidence-based psychotherapy or counselling that aims at addressing the needs of children and adults with post-traumatic stress disorder (PTSD) and other difficulties related to traumatic life events.

**VLACS – Virtual Learning Academy**

### 1.3. Contract Period

Contract(s) resulting from this RFP will be effective January 1, 2018 (retroactively if necessary) through June 30, 2019.

The Department reserves the right to extend contracted services for up to two (2) additional years, contingent upon satisfactory Vendor performance, continued funding, and Governor and Executive Council approval.

## 2. BACKGROUND AND REQUIRED SERVICES

### 2.1. DHHS Division for Children, Youth and Families

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Division for Children, Youth and Families believes that all children, youth and families deserve to be safe and have a life of wellbeing. DCYF partners with families, service providers, and the community to identify and deliver services to meet the specific needs of individual children, youth and families. Additionally, the Division, through its practice model prepares youth for adulthood by joining with them, their connections, and community supports. (DCYF Practice Model, PD 11-27)



The contract(s) resulting from this RFP will support a community based continuum of care designed to meet the needs of a population of youth who may have been previously provided services at the Sununu Youth Services Center (SYSC).

The youth served through this model may demonstrate behaviors which are unsafe and may pose a threat to themselves, peers, families and/or the community.

## **2.2. Background**

It is the intent of the Department to contract with Vendors to deliver the services further described in this RFP for New Hampshire youth who previously would have received these services at the Sununu Youth Services Center (SYSC) in a manner that supports a community based continuum of care design. Youth receiving services through this model may have previously struggled to complete treatment goals in multiple programs, in both residential treatment settings as well as in-home based programs within their community. Youth being served may demonstrate behaviors that are unsafe and may pose a threat to themselves, peers, families and the community.

Through this RFP, the Department seeks Proposals from Vendors for a broad spectrum of community based services that support youth and their families with behavioral challenges. Additionally, the Department is seeking to increase the alternative placement capacity for residential treatment by a minimum of thirty-five (35) beds and related community based services.

Proposed services shall be trauma informed, family driven and youth guided; it must build upon the strengths and needs of both the youth and the family. Preferably, these services will be evidence based or utilize practices that are adaptive, flexible and address the needs of the population.

The Department anticipates that the services being provided will help in the ability of youth and their families to overcome mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of permanency and transitions to adulthood.

## **3. STATEMENT OF WORK**

### **3.1. Covered Populations and Services**

3.1.1. Pre-Adjudicated and Adjudicated delinquent youth between eleven (11) and twenty-one (21) years of age who:

3.1.1.1. Are ineligible to receive services at the Sununu Youth Services Center (SYSC) because of changes in state law adopted in 2017 Laws Ch. 156.

3.1.1.2. May have a tendency for high risk behaviors including but not limited to:

3.1.1.2.1. Significant behavioral challenges,

3.1.1.2.2. Past assaultive behaviors,

3.1.1.2.3. Past aggressive behaviors towards staff and other youth,





- 3.1.1.2.4. History of oppositional behaviors,
- 3.1.1.2.5. Substance misuse, Self-injurious behaviors,
- 3.1.1.2.6. Suicidal ideation and gesturing,
- 3.1.1.2.7. Fire setting history,
- 3.1.1.2.8. Problem sexual behaviors,
- 3.1.1.2.9. Mental Health Diagnoses, and Habitual absconding behaviors.
- 3.1.1.3. May have been non-compliant with treatment, education or other services provided through previous programs both in-home and in residential services.
- 3.1.1.4. May have co-occurring diagnoses with mental health and substance use disorders.
- 3.1.1.5. May have exhibited assaultive or destructive behaviors in previous placements as well as running away and/or defiance.
- 3.1.1.6. May have unmet medical needs that must be immediately addressed.
- 3.1.2. The majority of the population served are between fourteen (14) and eighteen (18) years of age.

## 3.2. Scope of Services

- 3.2.1. Selected Vendor(s) must provide residential or community based services, or residential services and community based services independently or with an established partnership with another agency. Selected Vendors must ensure:
  - 3.2.1.1. Residential treatment programs are:
    - 3.2.1.1.1. Licensed in accordance with He-C 4001; and
    - 3.2.1.1.2. Certified under He-C 6350 and adhere to He-C 6420; or
    - 3.2.1.1.3. Have concurrently submitted an application for licensing and certification.
  - 3.2.1.2. Community based programs are:
    - 3.2.1.2.1. Certified in accordance with He-C 6339 that comply with He-C 6420; or
    - 3.2.1.2.2. Certified in accordance with He-C 6355; or
    - 3.2.1.2.3. Have concurrently submitted an application for licensing and certification.

*Q1: Identify services that you will provide and the population(s) served. Include a description of treatment site/location and how you will work with partner agencies to ensure youth receive comprehensive and consistent services necessary to transition to permanency and/or adulthood.*





3.2.2. Selected Vendor(s) must:

3.2.2.1. Have the ability to accept youth on January 1, 2018; or

3.2.2.2. Provide a detailed Implementation Plan that includes a proposed timeline with a phased approach to full operation and capacity.

*Q2: Provide your proposed plan that ensures services are available to youth on or near January 1, 2018. Include reporting that will be utilized to monitor program activities. Provide your plan to overcome barriers to services.*

*Q3: Identify the number of youth that will be served by proposed services.*

3.2.3. Selected Vendor(s) must provide services that assist youth and their families in overcoming mental health, substance misuse and other behavioral challenges that may inhibit successful achievement of permanency and transitions from youth to adulthood.

3.2.4. Programing provided must incorporate services which must be family driven and youth guided and provided in a manner that builds upon the strengths and needs of the youth and the family.

3.2.5. All services must be adaptive, flexible and address the dynamic needs of the population served and preferably are evidence based or promising practices.

*Q4: Identify enhanced services that you will provide. Include your proposed plan to determine eligibility for services based on referral information received.*

*Q5: Explain the process for reviewing/accepting referrals to services. Identify behaviors and/or conditions that would be accepted by the program and which would result in termination of services. Include the process for service termination.*

*Q6: Include your proposed staffing plan. Include job descriptions for both filled and vacant positions and resumes for filled positions.*

*Q7: Provide your proposed plan and program model that ensures medical, clinical and educational needs of youth are met. Provide the services which will be available to meet those needs and whether they will be provided by the Vendor, contracted or arranged for. Provide any Memorandums of Agreement /Understanding with other vendors who may provide some services needed by the population served.*

*Q8: Describe your experience and capacity to provide services to individuals who may have a substance use disorder in accordance with the Diagnostic and Statistical Manual of Mental Disorders (DSM), Fifth Edition,*



*five (5) criteria for a substance use disorder and how services are provided consistent with the American Society of Addiction Medicine (ASAM) 2013 criteria.*

- 3.2.6. Selected Vendors will ensure services are provided in a setting that ensures safety and supervision of the population served. Services must be culturally appropriate and include support for all genders, include youth who identify as transgender. Services must be age and developmentally appropriate and promote positive youth development.
- 3.2.7. Selected Vendors who are providing residential treatment programs are encouraged to comply with the U.S. Department of Justice Prison Rape Elimination Act (PREA) of 2003.

*Q9: How will you ensure safety of staff and youth when providing services? Provide your proposed safety plan that includes supervision and monitoring (if appropriate) of youth during the provision of services. Please include your policy or plan for responding to youth who have run away, are in crisis or have participated in behavior which may be deemed criminal.*

- 3.2.8. Selected Vendors must ensure family support services are included when providing services to youth described in this RFP.
- 3.2.9. Additionally, selected Vendors who provide residential or foster care services must comply with Reasonable and Prudent Parent Standards that are consistent with federal standard SSA 475 (10)(A).

*Q10: How will you determine the type, level and frequency of family treatment and support services that will be provided to families whose youth are receiving program services?*

*Q11: How will you ensure maximum benefits are available to youth enrolled in program services? Include any quality assurance plans/program monitoring tools that will be utilized when administering proposed services.*

- 3.2.10. Vendors must demonstrate an ability to provide the proposed services independently or in conjunction with other service providers.
- 3.2.11. Continuity of services is important for the youth population served. Frequent staff turnover may result in youth not completing treatment programs/services, which may lead to repeated destructive behaviors.

*Q12: Provide your proposed staff development plan that ensures minimal staff turnover. Include your proposed plan that ensures the latest research and best/promising practices are provided to staff to ensure efficacy in program delivery. Provide details around your administrative structure including supervision provided to staff.*

*Q13: Provide your proposed project management and communication plan that ensures internal and external stakeholders are aware of services available through your agency.*



### 3.3. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 3.3.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.3.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.3.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.3.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.3.5. **Successful applicants will be:**
  - a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful



- access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
- b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 3.3.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- a. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
  - b. The frequency with which LEP individuals come in contact with the program, activity or service;
  - c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
  - d. The resources available to the organization to provide language assistance.
- 3.3.7. Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal. **Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.**

For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.



## 4. FINANCE

### 4.1. Financial Standards

Funding for services, across all awarded contracts, will be in accordance with HB 517 (Chapter 156, Laws of 2017, Section 175), of no less than \$8,714,632 of the funds appropriated shall be expended, effective upon Governor and Executive Council approval, through June 30, 2019. The rates for services provided under the contract(s) are subject to approval by the Joint Legislative Fiscal Committee of the General Court (2017 Laws Ch. 156:165) and subsequent approval by the Governor and Executive Council.

### 4.2. Proposed Rates

Vendors must calculate the proposed rate utilizing the Joint Rate Setting Forms and Rate Setting Forms Instructions as identified in Appendices D and D-1. Applicants are not permitted to utilize any other rate setting structure to calculate the proposed rate.

Failure to utilize the Rate Setting Forms in Appendix D to calculate a proposed rate may result in disqualification of an Applicant, at the sole discretion of the Department.

Vendors may contact the Procurement Coordinator in Section 6.1. to request an electronic copy of Appendix D.

The Vendor's score will be calculated as follows:

$$(\text{Lowest Vendor rate} / \text{Vendor rate}) * 125 (\text{Maximum Points})$$

### 4.3. Best and Final Offer

4.3.1. Upon completion of the scoring process outlined in Section 3 Mandatory Responses, the Department may, at its sole option, invite the highest scoring Vendors to submit a "Best and Final Offer" (BAFO) for the Department's consideration. The Department reserves the right to select the Vendors based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any vendors. As the Department may not request a Best and Final Offer, Vendors are encouraged to provide their most competitive prices in their initial proposals.

4.3.2. The BAFO is a one-time invitation only process for a Vendor to submit its lowest priced offer for the Department's consideration. In its invitation to submit a BAFO, the Department will provide a deadline submission date for the BAFO. The Department may communicate in writing any price/cost targets that the Department is seeking in the BAFO. If such target(s) is provided, the Department will do so uniformly to all Vendors selected to participate in the BAFO. All restrictions on contact with State employees outlined in Section 6.1 Contact Information, Sole Point of Contact, shall remain in effect for the BAFO period.





- 4.3.3. Each invited Vendor may only make one BAFO. The BAFO may not alter the substance of the Vendor's application. The BAFO may only amend the Vendor's initial price proposal.
- 4.3.4. To the extent the Department solicits and receives a BAFO pursuant to this Section, the Department will re-score the BAFO participants' cost/rate proposals after review of the BAFO in accordance with Section 5.2 Cost Proposal. The Department will not select a Vendor based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the Proposal Evaluation in Section 5 and the BAFO rate proposed. Only those Vendors who were invited to submit a BAFO will be considered for an award.

## 5. PROPOSAL EVALUATION

### 5.1. Technical Proposal

Experience & Capacity (Q3, Q4, Q5) .....	100 Points
Implementation (Q1, Q7) .....	100 Points
Technical Assistance Capacity (Q8, Q9, Q10) .....	100 Points
Staffing Plan, Training and Supervision (Q6, Q12).....	50 Points
Work Plan (Q2, Q13).....	50 Points
Monitoring & Evaluation Performance (Q11).....	50 Points
<b>TOTAL Technical Proposal Points Available .....</b>	<b>450 Points</b>

### 5.2. Cost Proposal

Rate .....	125 Points
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### 5.3. Final Selection – Department's Discretion

- 5.3.1. The Department will make selection(s) based on all information obtained from Vendor proposals, as well as any additional information obtained by the Department in response to requests for clarification, site visits, financial stability analyses, and the BAFO process, if any, beginning with the highest scoring Applicant(s).
- 5.3.2. The Department shall consider additional proposals submitted in response to this RFP for funding provided there are sufficient funds and beds available for award, beginning with the next highest scoring application, and continue this process moving onto subsequent applications as funding and beds are available for award.
- 5.3.3. In the event there is insufficient funding to award the full services applied for by a Vendor, ***the Department reserves the right to negotiate to award a lesser amount, or to award to the next highest ranking proposal if the higher scoring proposal under consideration is not agreeable to an award of fewer beds than for which it applied.***



- 5.3.4. In accordance with HB 517 ([Chapter 156, Laws of 2017, Section 159](#)) the Department must maintain certification of at least one (1) Medicaid-eligible residential treatment facility for the transfer of offenders other than serious violent offenders beginning January 1, 2018, and no fewer than two (2) such facilities no later than July 1, 2018.
- 5.3.5. The Department, at its sole discretion, may award contracts in response to additional proposals submitted in response to this RFP for funding should the highest scoring Vendor propose only one facility, regardless of the number of beds proposed by the highest scoring Vendor.
- 5.3.6. The Department reserves the right, at its sole discretion, to negotiate to award a lesser amount of beds to the highest scoring Vendor in the event the highest scoring Vendor proposes only one facility. Should the highest scoring Vendor under consideration not agree to an award of fewer beds than for which it applied, the Department may at its sole discretion, award to the next highest Vendor, and so on, until the Department obtains at least two (2) facilities.

## 6. PROPOSAL PROCESS

### 6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder(s), and approval of the resulting contract(s) by the Governor and Executive Council is:

State of New Hampshire  
Department of Health and Human Services  
Marsha Lamarre  
Contracts Specialist  
129 Pleasant Street  
Concord, New Hampshire 03301  
Email: [Marsha.Lamarre@dhhs.nh.gov](mailto:Marsha.Lamarre@dhhs.nh.gov)  
Phone: 603-271-9780

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.





## 6.2. Procurement Timetable

<b>Procurement Timetable</b>		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	10/06/17
2.	OPTIONAL Letter of Intent Submission Deadline	10/13/17
3.	RFP Questions Submission Deadline	10/18/17 by 2:00 PM
4.	DHHS Response to Questions Published	10/24/17
5.	Technical and Cost Bids Submission Deadline	<b>11/09/17 by 2:00 PM</b>

## 6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional and must be received by the date and time identified in Section 6.2 Procurement Timetable.

Receipt of a Letter of Intent by DHHS is required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be e-mailed to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

## 6.4. Bidders' Questions and Answers

### 6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.



The questions may be submitted by mail or e-mail; however, DHHS assumes no liability for assuring accurate and complete e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

#### 6.4.2. **DHHS Answers**

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

## 7. Notices

### 7.1. **RFP Amendment**

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

### 7.2. **Proposal Submission**

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2018-DCYF-10-ENHAN**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

### 7.3. **Compliance**

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

### 7.4. **Non-Collusion**

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.



## **7.5. Collaborative Proposals**

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

## **7.6. Validity of Proposals**

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

## **7.7. Property of Department**

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

## **7.8. Proposal Withdrawal**

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

## **7.9. Public Disclosure**

The content of a bidder's Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of the contents of its Proposal, other than to the State, will be grounds for disqualification at the State's sole discretion.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the



event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

### **7.10. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

### **7.11. Liability**

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

### **7.12. Request for Additional Information or Materials**

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

### **7.13. Oral Presentations and Discussions**

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

### **7.14. Contract Negotiations and Unsuccessful Bidder Notice**

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.



## **7.15. Scope of Award and Contract Award Notice**

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

## **7.16. Site Visits**

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

## **7.17. Protest of Intended Award**

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

## **7.18. Contingency**

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

# **8. PROPOSAL OUTLINE AND REQUIREMENTS**

## **8.1. Presentation and Identification**

### **8.1.1. Overview**

- 8.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 8.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 8.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.



8.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

8.1.1.5. Fax or email copies will not be accepted.

8.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

**8.1.2. Presentation**

8.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

8.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

8.1.2.3. Major sections of the Proposal separated by tabs.

8.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

8.1.2.5. Font size of 10 or larger.

**8.1.3. Technical Proposal**

8.1.3.1. Original in 3-ring binder marked as "Original."

8.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

8.1.3.3. 7 copies in bound format marked as "Copy."

8.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

8.1.3.5. Front cover labeled with:

- a. Name of company / organization;
- b. RFP#; and
- c. Technical Proposal.

**8.1.4. Cost Proposal**

8.1.4.1. Original in 3-ring binder marked as "Original."

8.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

8.1.4.3. 7 copies in bound format marked as "Copy."

8.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of





any discrepancy between the copies, the hard copy marked "Original" will control.

8.1.4.5. Front cover labeled with:

- a. Name of company / organization;
- b. RFP#; and
- c. Cost Proposal.

## 8.2. Outline and Detail

### 8.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

### 8.2.2. Technical Proposal Contents – Detail

#### 8.2.2.1. Transmittal Cover Letter

Transmittal Cover Letter must reference: **RFP-2018-DCYF-10-ENHAN** and be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
  - i. Identify the submitting organization;
  - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
  - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
  - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
  - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
  - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
  - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
  - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
  - ix. Date Proposal was submitted; and
  - x. Signature of authorized person.





#### 8.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

#### 8.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

#### 8.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

#### 8.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
  - i. General company overview;
  - ii. Ownership and subsidiaries;
  - iii. Company background and primary lines of business;
  - iv. Number of employees;
  - v. Headquarters and Satellite Locations;
  - vi. Current project commitments;
  - vii. Major government and private sector clients; and
  - viii. Mission Statement.



- b. This section must include information on:
  - i. The programs and activities of the organization;
  - ii. The number of people served; and
  - iii. Programmatic accomplishments.
- c. And also include:
  - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
  - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
  - i. The length, depth, and applicability of all prior experience in providing the requested services;
  - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

#### 8.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

#### 8.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

#### 8.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any



resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

#### 8.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

#### 8.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

#### 8.2.2.11. Required Attachments

The following are required statements that must be included with the Technical Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Technical Proposal.

- a. Bidders Information and Declarations: Exceptions to Terms and Conditions, Appendix A
- b. CLAS Requirements, Appendix C

### 8.2.3. **Cost Proposal Contents – Detail**

#### 8.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

#### 8.2.3.2. Statement of Bidder’s Financial Condition

The organization’s financial solvency will be evaluated. The Bidder’s ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder’s organization is in sound financial condition. Statements must include



a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

#### 8.2.3.3. Required Attachments

The following are required statements that must be included with the Cost Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Cost Proposal.

- a. Joint Rate Setting Forms, Appendix D



## **9. MANDATORY BUSINESS SPECIFICATIONS**

### **9.1. Contract Terms, Conditions and Liquidated Damages, Forms**

#### **9.1.1. Contract Terms and Conditions**

The State of New Hampshire sample contract is attached; Bidder shall agree to contractual requirements as set forth in the Appendix B Sample Contract.

#### **9.1.2. Liquidated Damages**

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

## **10. ADDITIONAL INFORMATION**

### **10.1. Appendix A – Exceptions to Terms and Conditions**

### **10.2. Appendix B – Contract Minimum Requirements**

(For information purposes ONLY – Do not complete as part of Proposal)

### **10.3. Appendix C – CLAS Requirements**

### **10.4. Appendix D – Joint Rate Setting Forms**

### **10.5. Appendix D-1 – Rate Setting Forms Instructions**

## EXCEPTIONS TO TERMS AND CONDITIONS

**RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.**

**INSTRUCTIONS:** Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term &amp; Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date \_\_\_\_\_

Subject: \_\_\_\_\_

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____  On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )			
By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )			
By:		On:	
1.18 Approval by the Governor and Executive Council ( <i>if applicable</i> )			
By:		On:	



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or





more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

## DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



### **CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### **ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

#### **US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS** **US DEPARTMENT OF EDUCATION - CONTRACTORS** **US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
 NH Department of Health and Human Services  
 129 Pleasant Street,  
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

**Appendix B**  
**New Hampshire Department of Health and Human Services**  
**Exhibit D**



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials \_\_\_\_\_

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

**Appendix B**  
**New Hampshire Department of Health and Human Services**  
**Exhibit G**



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit G

Contractor Initials \_\_\_\_\_

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Date \_\_\_\_\_

**Appendix B**  
**New Hampshire Department of Health and Human Services**  
**Exhibit H**



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



## Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



## Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





## Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



## Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

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The State

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Name of the Contractor

---

Signature of Authorized Representative

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Signature of Authorized Representative

---

Name of Authorized Representative

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Name of Authorized Representative

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Title of Authorized Representative

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Title of Authorized Representative

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Date

---

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

## Appendix B

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: \_\_\_\_\_
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ NO \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

**Appendix B**  
**New Hampshire Department of Health and Human Services**  
**Exhibit K**



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.6.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.6.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
- 2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

## Appendix B

**New Hampshire Department of Health and Human Services  
Exhibit K**

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

- 2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.



## APPENDIX C

### **Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance**

**All DHHS bidders are required to complete the following two (2) steps as part of their proposal:**

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

#### **Background:**

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

## APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

### **BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis**

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

## APPENDIX C

### Important Items to Consider When Evaluating the Four Factors.

#### **Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.**

##### Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

#### **Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.**

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

## APPENDIX C

<b>Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.</b>
<ul style="list-style-type: none"><li>• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.</li><li>• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.</li></ul>
<b>Factor #4 The resources available to the organization to provide effective language assistance.</b>
<ul style="list-style-type: none"><li>• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.</li><li>• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;</li><li>• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.</li></ul>

## APPENDIX C

### **BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures**

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

<b>1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM</b>		
<b>a. Do you make an effort to identify LEP persons served in your program?</b> (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
<b>b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service?</b> (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
<b>c. Does you make an effort to use data to identify new and emerging population or community needs?</b>	Yes	No
<b>2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE</b>		
<b>Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost?</b> <b>(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)</b> <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
<b>3. STAFF TRAINING</b>		
<b>Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?</b>	Yes	No
<b>4. PROVISION OF LANGUAGE ASSISTANCE</b>		
<b>Do you provide language assistance to LEP persons, free of charge, in a timely manner?</b> <b>(Or, do you have procedures in place to provide language assistance to LEP persons, if needed)</b>	Yes	No

## APPENDIX C

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
<b>5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS</b>		
<b>a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service?</b> (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
<b>b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?</b>	Yes	No
<b>c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?</b>	Yes	No
<b>d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)?</b> (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
<b>6. MONITORING OF SERVICES PROVIDED</b>		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# \_\_\_\_\_, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.



## APPENDIX C

- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

---

Contractor/Vendor Signature

Contractor's Representative Name/Title

---

Contractor Name

Date

Accounting Period From \_\_\_\_\_ to \_\_\_\_\_

Original Budget \_\_\_\_  
Amended Budget \_\_\_\_

**A IDENTIFYING INFORMATION**

1 Operating Entity Name	Federal Tax ID Number	Operating Entity Type (Check One) For Profit ( ) Non-Profit ( )	Ownership (Check One) Proprietorship ( ) Partnership ( ) Corporation ( )
2 Mailing Address	Telephone Number		
3 City, State, Zip Code		Facility Type included in this Proposal (Check One) Child Care Institution ( ) Group Home ( ) Homebased Service ( )	

**B ATTACH A COPY OF:**

- 1 Most Recent License For Each Facility
- 2 Federal IRS Determination of Tax Exemption (if applicable)

**C IDENTIFYING INFORMATION FOR FACILITIES**

1 Facility 1 Name (Per License)	4 County	7 License Expiration Date
2 Street Address	5 Telephone Number ( )	8 Licensing Authority
3 City, State, Zip Code	6 Licensed Capacity	9 Facility Identifier (DCYF Use Only)
1 Facility 2 Name (Per License)	4 County	7 License Expiration Date
2 Street Address	5 Telephone Number ( )	8 Licensing Authority
3 City, State, Zip Code	6 Licensed Capacity	9 Facility Identifier (DCYF Use Only)
1 Facility 3 Name (Per License)	4 County	7 License Expiration Date
2 Street Address	5 Telephone Number ( )	8 Licensing Authority
3 City, State, Zip Code	6 Licensed Capacity	9 Facility Identifier (DCYF Use Only)
1 Facility 4 Name (Per License)	4 County	7 License Expiration Date
2 Street Address	5 Telephone Number ( )	8 Licensing Authority
3 City, State, Zip Code	6 Licensed Capacity	9 Facility Identifier (DCYF Use Only)

**D CERTIFICATION OF ACCURACY**

1 Name, Telephone Number, and e-mail address of Person Completing Budget Proposal (Please Print or Type)	
2 Name of Operating Entity Authorized Representative (Please Print or Type)	3 Date
I certify that information presented within this budget is correct and accurate to the best of my knowledge and that information was not deliberately omitted or falsified.	
4 Signature of Operating Entity's Authorized Representative	

STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families Form 2141

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_\_  
Amended Budget \_\_\_\_\_

DHHS Rule #He-C 6422 limits executive salary. If any residential facility's personnel salary exceeds this limit, list the differences separately, for DOE purposes.

APPENDIX D  
ASSETS AND DEPRECIATION SCHEDULE

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_  
Amended Budget \_\_\_\_

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
ITEM TO BE DEPRECIATED	METHOD OF ACQUISITION	DATE PURCHASED	MONTH/YEAR STARTED DEPRECIATION	QUANTITY	TOTAL COST	SALVAGE VALUE	AMOUNT TO BE DEPRECIATED	USEFUL LIFE	TOTAL ANNUAL DEPRECIATION	% USE FOR PROGRAM	APPLICABLE ANNUAL DEPRECIATION	% USE FOR PROGRAM	APPLICABLE ANNUAL DEPRECIATION	% USE FOR PROGRAM	APPLICABLE ANNUAL DEPRECIATION	% USE FOR PROGRAM	APPLICABLE ANNUAL DEPRECIATION	% USE FOR PROGRAM	APPLICABLE ANNUAL DEPRECIATION	TOTAL ANNUAL DEPRECIATION
							0		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	#DIV/0!
							0		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	#DIV/0!
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						TOTAL	0		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	#DIV/0!
P=Purchase, D=Donation, O=Other If "O", provide explanation here.						(Add this amount to 2143/1134C before entering this amount on Form 2142B/1134F, Line 55/660)														
<b>NOTE: As of July 1, 2003, only items purchased with donated funds should be included on this page. This is for DOE purposes only.</b>																				
INSERT ROWS AS NEEDED.																				

STATE OF NEW HAMPSHIRE  
Divison for Children, Youth and Families Form 2143

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_  
Amended Budget \_\_\_\_

[illegible]

APPENDIX D

STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families  
Form 2144B

Average Aggregate Costs

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_\_  
Amended Budget \_\_\_\_\_

Staff Development and Training Cost

		A	B	C		D	E	F
		Actual Cost					Number of FTE's	
		631	632	633	634			
		Journals & Pub.	In-service	Conferences	Other	Total		
5	Fiscal Year 20__					0		
6	Fiscal Year 20__					0		
7	Fiscal Year 20__					0		
8	Total	0	0	0	0	0	0	
9	Three Year Average per (E8/F8)					#DIV/0!		

Clothing Costs

		A	B
		Actual Costs	Number of Children
10	Fiscal Year 20__		
11	Fiscal Year 20__		
12	Fiscal Year 20__		
13	Total	0	0
14	Three Year Average per (A13/B13)	#DIV/0!	

APPENDIX D  
PROGRAM DATA

STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families Form 2144A

Department of Education Form 1134D

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_  
Amended Budget \_\_\_\_

SECTION I

Special Education Program

	Program Capacity	# of Program Days	Inclusive Dates
Regular Year:			
Summer Programs:			

Special Education Therapy

	Units Available	# of Program Days	Inclusive Dates
Physical Therapy			
Occupational Therapy			
Speech Therapy			
Psychological Therapy			

FOR EACH PROGRAM ATTACH ACTUAL OCCUPANCY FIGURES FOR EACH OF THE 12 MONTHS IMMEDIATELY PRECEDING THE PREPARATION OF THE BUDGET PROPOSAL, OR FOR EACH MONTH OF OPERATION, IF A SHORTER PERIOD THAN 12 MONTHS. [ED 1134.06 {13}]

SECTION II

Residential Facilities

Rate Utilization Factor		A	B	C
		Number of DCYF/DJJS Certified Beds	Average Daily Attendance	Utilization Factor (Column B/A)
1	Fiscal Year 20__			#VALUE!
2	Fiscal Year 20__			#VALUE!
3	Fiscal Year 20__			#VALUE!
4	Total - Form 2144, Line 20	0	0	#DIV/0!
(1) Any utilization factor greater than 95% shall be reduced to 95% and any utilization factor less than 89% shall be increased to 89% for rate setting purposes.				



STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families Form 2142A

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_\_  
Amended Budget \_\_\_\_\_

**NOTE: For Intensive Educational Facilities, Column A is the sum of Columns B, D, E, F, G, H and I. Column C is the restricted portion of these same columns.**

APPENDIX D  
EXPENSES

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_\_  
Amended Budget \_\_\_\_\_

		A	B	C	D	E	F	G	H	I	J	K	L	M
		TOTAL	TOTAL		DHHS/DOE	DCYF/DJJS	OTHER	NON-SPECIAL	Special Education Programs		Special Education Therapies			
		FACILITY	G & A	Fund	RESIDENTIAL	PROGRAM	NON-DCYF	EDUCATION	PROGRAM 1	PROGRAM 2	OT	ST	PT	PSYCH
		EXPENSES	EXPENSES	Raising	PROGRAM	(OTHER)	NON-DOE	PROGRAM	(SPECIFY)	(SPECIFY)				
							PROGRAMS							
30	601 Salary & wages (Form 2141/1134B)	0												
31	602 Employee benefits	0												
32	603 Temporary staff	0												
33	604 Payroll taxes	0												
34	621 Client evaluations	0												
35	622 Client treatment or services	0												
36	623 Accounting & audit fees	0												
37	624 Legal fees	0												
38	625 Other professional services	0												
39	631 Journals & publications	0												
40	632 In-service training	0												
41	633 Conferences & conventions	0												
42	634 Other staff development	0												
43	641 Rent	0												
44	643 Heating costs	0												
45	644 Other utilities	0												
46	645 Maintenance & repairs	0												
47	646 Taxes	0												
48	647 Other occupancy costs	0												
49	651 Office supplies	0												
50	652 Building/household supplies	0												
51	653 Educational/training supplies	0												
52	654 Production & sales	0												
53	655 Food	0												
54	656 Medical supplies	0												
55	660 Capital expenses (Form 2143/1134C)	0												
55A	660 Cap.Exp-donated funds(2143.1/1134C.1)	0												
56	670 Equipment rental	0												
57	680 Equipment maint & repairs	0												
58	700 Advertising	0												
59	710 Printing	0												
60	720 Telephone & communications	0												
61	730 Postage & shipping	0												
62	741 Staff transportation	0												
63	742 Client transportation	0												
64	743 Vehicle lease	0												
65	744 Vehicle maintenance and repairs	0												
66	761 Professional liability & bonding	0												
67	762 Vehicle insurance	0												
68	763 Comprehensive prop & liability	0												
69	770 Membership dues	0												
70	780 Interest expense	0												
71	800 Other expense	0												
72	900 Parent company overhead	0												
73	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
74	Gen'l & Admin allocation													
75	Totals to Special Ed Form 1134.11	0		0	0	0	0	0	0	0	0	0	0	0
	DCYF/DJJS Expenses Only													
76	Minus Staff Development Costs exceeding CAP	0												
77	Minus Cap.Exp-donated funds	0												
78	750 Assistance to individuals	0												
79	751 Clothing	0												
80	752 Hygiene	0												
81	Medical Director	0												
82	Other	0												
83	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
84	Gen'l & Admin allocation for DCYF Only Exp.													
85	Totals to DCYF/DJJS Form 2144/1134.11	0		0	0	0	0	0	0	0	0	0	0	0

APPENDIX D

STATE OF NEW HAMPSHIRE  
Division for Children, Youth and Families Form 2144

Department of Education Form 1134.11

Facility \_\_\_\_\_  
Fiscal Year \_\_\_\_\_

Original Budget \_\_\_\_\_  
Amended Budget \_\_\_\_\_

RATE COMPUTATION

SECTION I

Special Education Programs

Program Titles:

1	Total Expenses - Form 1134F				
2	Total Revenue - Form 1134E				
3	Net Expenses {Line1 - Line 2}	0	0	0	0
4	90% Program Capacity - Form 1134D				
5	Annual Rate {Line 3/Line4}	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
6	Length of Program Year - Form 1134D				
7	Daily Rate {Line 5 / 6}	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

SECTION II

Special Education Therapies

		PT	ST	OT	PSYCH
8	Total Expenses - Form 1134F				
9	Total Revenue - Form 1134E				
10	Net Expenses {Line 8 - 9}	0	0	0	0
11	Units of Service - Form 1134D				
12	Therapy Rate {Line 10 / 11}	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

SECTION III

DCYF/DJJS Programs

Program Titles:

		Residential	Non-Special Ed		
13	Total Expenses - Form 2142B				
14	Total Revenue - Form 2142A Column C or G				
15	Net Expenses {Line 13 - 14}	0	0	0	0
16	Licensed Capacity				
17	Utilization Factor (Form 2144A, Section 2)				
18	Rate Calculation Capacity (Line 16 * 17)	0	0	0	0
19	Length of Program Year				
20	Units of Service (Line 18 * 19)	0	0	0	0
21	Daily Rate (Line 15 / 20)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

DEPARTMENT OF HEALTH & HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH, AND FAMILIES  
AND  
DIVISION FOR JUVENILE JUSTICE SERVICES

FISCAL SERVICES UNIT

RATE SETTING MANUAL

INSTRUCTIONS TO FORMS

February 2003

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### Introduction

The New Hampshire Division for Children, Youth and Families and Division for Juvenile Justice Services are responsible for ensuring the well being of children placed under their care by the courts. The Divisions are further charged with the responsibility for the efficient use of the State's financial resources in providing a variety of services to the youth of New Hampshire. Governing bodies of independent providers have the responsibility to ensure both the fiduciary and programmatic operations of the facilities they oversee. Rate-setting Rules He-C 6422, were developed based on these premises. This package contains rate setting requirements and budget proposal forms to be used by residential care facility providers in applying to the Divisions for funding under He-C 6422. Through the joint efforts of the Divisions and the provider community, the objectives of helping the children and youth of the state while maintaining the fiscal integrity of providers and the state can be achieved.

### Manual's Objectives

The purpose of this manual is to obtain sound and accurate cost information about residential programs. The instructions and worksheets uniformly identify the costs of providing care and services to the Division for Children, Youth and Families (DCYF) and the Division for Juvenile Justice Services (DJJS) and will enable the Divisions to:

- Establish and maintain a comprehensive method for accounting and reporting;
- Determine a rate to be paid for covered services provided; and
- Collect, analyze and organize information concerning costs related to providing residential care and treatment services.

The manual identifies and explains the nature of costs that DCYF and DJJS consider when determining a rate for each residential care facility.

### Rate Setting Process

Rates are established based on an evaluation of information submitted in and as a part of the entity's budget proposal and by applying the rate setting-rules in He-C 6422.

Budget proposals are submitted to the Division for Children, Youth, and Families, 129 Pleasant Street, Brown Building 4<sup>th</sup> Floor, Concord, NH 03301. Contents of the budget proposal are described and explained in this manual.

If an entity is dissatisfied with the rate established by DCYF, it may request reconsideration by the Directors of DCYF and DJJS (reference He-C 6422.24) or request an appeal of the Director's determination (reference He-C 6422.25).

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### SECTION I

#### GENERAL INSTRUCTIONS



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### Contents of the Budget Proposal

The budget proposal must contain the following documents to be reviewed and considered for rate setting by the DCYF and DJJS. Copies of all forms are provided electronically by DCYF.

1. Form 2106 - Provider Enrollment Agreement
  - a. This agreement must be signed by an individual authorized to bind the entity legally.
  - b. This agreement states the terms and conditions to which the provider agrees to be eligible to deliver care and services to children for whom the Divisions have responsibility under statute or rule.
  - c. If Form 2106 is on file with DCYF a duplicate need not be submitted.
2. Form 2140 - Identification Data
  - a. This form provides information on programs and facilities operated under an entity. For example, ABC School operates a residential treatment program, a special education program, and a home based services program. Each program must be identified separately on Form 2140.
  - b. This form requires the signature of an individual authorized to bind the entity legally.
3. Form 2141 - Personnel Data
  - a. This form provides information on staffing and includes the name, position, professional discipline, and salary of each staff member.
  - b. This form identifies the full time equivalents (FTE's) for each program and the allocation of individual salaries to each program the entity operates.
4. Form 2142 A&B - Revenues and Expenditures
  - a. These forms identify all sources and amounts of anticipated revenues and expenses for the fiscal year.
  - b. These forms are also used to determine the funding requirements requested from the Division.
  - c. Detailed explanations of includable revenues and costs can be found in "Guidelines for Completing Budget Proposal Forms".
5. Form 2143 - Capital Expenditure Detail  
This form provides detail for assets, that are being depreciated.
6. Form 2144 - Rate Computation Worksheet  
This form is used to calculate the per diem rate of funding requested from DCYF and DJJS.
7. Form 2144A - Program Data
  - a. This form is used to calculate the utilization factor used for calculate the per diem rate.
  - b. This form is used to calculate the average aggregate staff development and training costs.
  - c. This form is used to calculate the average aggregate clothing cost per child.
8. Budget Narrative
  - a. The budget narrative is a written description of revenue and expenditure projections and must correspond to the line items included on Form 2142 A&B.
  - b. The narrative must provide the basis for allocation and projection of all revenues and expenses. When applicable, copies of documentation, such as leases, loan notes, insurance policies, must be included with the narrative.
9. List of all trustees, directors, and executive level personnel.  
This list must include names and addresses and a statement regarding any relationships, that each individual may have with the entity or facility.
10. Information concerning any financial or business transactions into which the entity has entered with any officer, director, trustee, owner, shareholder, employee, subsidiary, affiliate, parent organization, subcontractor, or wholly owned provider of services when the actual or imputed value totals \$1,000.00 or

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more per transaction or in the aggregate. This information must include the name and address of the individual or entity, the purpose or nature of the transaction, and the amount and number of transactions entered into with the individual or entity.

11. A statement describing and including supportive documentation for any related party transactions.
  - a. This statement is required for any parent company or related party providing services, facilities, or supplies to an entity submitting a budget proposal.
  - b. The parent company or related party must make available documentation to support the related party cost.
12. Actual occupancy figures for each of the 12 months immediately preceding the preparation of the budget proposal or for each month of operation if less than 12 months is available.
13. Audited Financial Statement
  - a. An audited financial statement for the most recently completed fiscal year prepared by a licensed independent CPA.
  - b. The audit must include the management notes and any management letter or statement prepared by the CPA.
  - c. The audit report must be prepared using the same line items and functions used in the preparation of the budget proposal.
  - d. The audit is to be submitted to DCYF within 90 days of the close of the entity's fiscal year.
14. Variance Analysis
  - a. The variance analysis compares each line item of the current year's approved budget to the proposed budget and expresses changes as a percentage.
  - b. A written explanation must be included for any line item variance greater than 10%.
15. A copy of the entity's license to operate a child-care facility.
16. A copy of the Federal IRS determination of tax exemption if applicable.

### When to Submit a Budget Proposal

1. To obtain a basic rate (initial rate)
  - a. A basic rate is obtained by submitting to DCYF a complete budget proposal. If substantive errors or omissions are identified, the budget proposal will be returned to the entity for completion or correction.
  - b. Within 90 days of its receipt of a complete and correct budget proposal, DCYF will establish a rate for the program.
  - c. DCYF will notify the submitting entity of its rate determination, any adjustments that were made by application of He-C 6422, and the date on which the rate is effective.
2. To Obtain Subsequent Rate
  - a. A subsequent rate is obtained by submitting to DCYF a complete budget proposal. If the budget proposal contains substantive errors or omission, it will be returned to the entity for correction or completion.
  - b. The budget proposal must be submitted to DCYF at least 90 days prior to the beginning of the state's fiscal year.

### Annual Rates & Payments Based on Rate

1. The rate will become effective at the beginning of the state fiscal year and remain in effect for 12 months.

## APPENDIX D-1

2. The rate established through this process is the maximum reimbursement paid by DCYF and DJJS to the entity on a per child basis.
3. The Divisions will not make payment unless a rate has been established in accordance with He-C 6422.

### Out of State Entities

1. Rates for out-of-state entities are established at the rate established by the rate setting authority in the state where the program or facility is located.
2. In states where no rate setting authority exists, the Divisions will establish the rate payable to the program and/or facility in the same manner as if it were a New Hampshire program and/or facility and through application of rules contained in He-C 6422.
3. Requests for rate changes must be accompanied by a copy of the official rate notification from the rate setting authority of the governing state.
4. Rate changes are made only in and for the current State of New Hampshire's fiscal year.

### Method of Accounting to be Used

1. Each applicant must establish a chart of accounts reflecting the following functions:
  - a. General Management
  - b. Residential Programs
    - 1) Room and Board
    - 2) Treatment
  - c. Other DCYF programs
  - d. Education
  - e. Non Special Education
  - f. Other non-DCYF programs
2. All revenues and expenditures reported by an applicant must be budgeted and recorded using the accrual method of accounting.
3. For rate setting purposes, the fiscal year for each program/facility is from July 1 of a calendar year to June 30 of the following calendar year.

### Department of Education (DOE)

1. When educational aspects are present in any service, placement, or program subject to rate-setting by He-C6422, rates for the educational component are addressed jointly by the Divisions and the Department of Education by using the Department of Education's forms created pursuant to PART ED 1134.
2. Whenever possible and when it is not to the detriment of a child, facilities must use services available through or cost reimbursed by Federal, State and community agencies.

### Allowable and Non Allowable Costs

1. Allowable, costs must meet the following criteria:
  - a. Costs must pertain and be readily identifiable to an activity, function or program as defined in He-C 6422.
  - b. Costs must be necessary for the efficient operation of a program or facility.
  - c. Costs must be recognized and recorded in accordance with generally accepted accounting principals.
  - d. Costs must be supported by appropriate documentation.

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- e. Costs must be reasonable and:
  - 1) Be of a type recognized as necessary for the operation of a program or facility, or performance of an activity or function.
  - 2) Meet restraints or requirements imposed by accepted sound business practices, arms' length bargaining, Federal and State law, rules of the New Hampshire Department of Health and Human Services, rules of DCYF and DJJS, or generally accepted accounting principals.
  - 3) Be in agreement with the average cost incurred in similar facilities.
- 2. Non-allowable costs include:
  - a. Political and charitable contributions.
  - b. Investment expenses in excess of investment income applied to DCYF and DJJS programs.
  - c. Amusement of facility or program officers or employees or for non-organization related activities, entertainment, and any related costs such as meals, lodging, rentals, transportation and gratuities.
  - d. Personal expenses such as but not limited to personal travel, laundry, beverages, gift certificates to employees and vendors, flowers or parties for employees, repairs of personal property, rental of personal houses and apartments.
  - e. Fees and expenses of trustees and directors.
  - f. Fines and penalties imposed by a court or result from violations of or the failure to comply with federal, state, county or municipal law, rule, or regulation.
  - g. Bad debts (actual or estimated) resulting from uncollectable accounts or other claims, and related collection and legal costs.
  - h. Contributions to a contingency fund or any similar fund except for an unemployment reserve fund.
  - i. Advertising expenses except for recruitment of personnel.
  - j. Organized fund raising expenses in excess of revenue received and applied to DCYF and DJJS programs.
  - k. Voluntary payments and contributions such as payments in lieu of real estate taxes.
  - l. Any expenses of the organization, which are not reasonable as, defined in He-C 6422 or unrelated to child-care or child-care related services.
  - m. Management fees or payments included in lease or rental agreements between related parties.
  - n. Reimbursement for expenditures or depreciation of personally owned or leased assets.
  - o. Income and business profits taxes.
  - p. Bonuses of any nature conveyed or paid.
  - q. Charges by a related party applicable to services, facilities, and supplies furnished to the operating entity to the extent that the charges exceed the cost to the related party of providing the services, facilities or supplies.
  - r. Interest expense for working capital or deficit funding.
  - s. Interest expense on loans for working capital that exceeds 1% of the total approved budget of the program, or any interest expense on loans for working capital that cannot be directly identified as being due to delays in payments and outside of the entity's ability to control.
  - t. Executive staff salary in excess of the adjusted SFY 2001 executive state salary.
  - u. Other payments made by the entity that are not reasonable as defined by He-C6422.
  - v. Costs in excess of the average aggregate of expenditures for staff development and training of the 3 prior fiscal years.
  - w. Mileage reimbursement that includes any portion of vehicle expense that is reimbursed through depreciation charges.
  - x. Parent overhead charges if a program or facility includes charges for general and administrative expenses.

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### SECTION II

#### DEFINITIONS

—

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### DEFINITIONS

- (a) “Acceptable Cost Limitations” means the cost amount ranges for products or services in similar activities, functions, programs or circumstances.
- (b) “Activity”, “function”, or “program” means care or services provided for children or their parents.
- (c) “Allowable costs” means those costs determined by the Divisions to be reasonable and appropriate for a child-care or child-care related activity, function or program.
- (d) “Ancillary services” means those services established by the Divisions as services that are additional to child-care or child-care related activities, functions or programs.
- (e) “Applicant” means the entity making application for a rate.
- (f) “Average Daily Attendance” means a calculated average number of children living in a facility.
- (g) “Basic Rate” means the first rate established for the entity.
- (h) “Commissioner” means Commissioner of Health and Human Services.
- (I) “Consultants” mean persons with technical skills and knowledge in specific areas requisite to the activities, functions or programs of the entity.
- (j) “Cost definitions” means those definitions contained in the budget proposal forms.
- (k) “Days of Operation” means the total number of days during which the program provides services. For example, a residential program that sends children home on weekends does not have 365 days of operation.
- (l) “DCYF” means the Department of Health and Human Services, Division for Children, Youth and Families.
- (m) “DJJS” means the Department of Health and Human Services, Division for Juvenile Justice Services.
- (n) “DOE” means the New Hampshire Department of Education.
- (o) “Direct Costs” means costs that can be identified specifically with activities approved by the Divisions for operation of a facility, function or program.
- (p) “Direct Service” means the time spent providing service to clients.
- (q) “Director” means Directors for Children, Youth and Families and Juvenile Justice Services.
- (r) “Divisions” mean Division for Children, Youth and Families and Division for Juvenile Justice Services.
- (s) “Entity” means the organization that owns and/or operates a residential program.
- (t) “Facility” means a licensed place of residence in which DCYF/DJJSS certified care and services are provided to children.
- (u) “Full Time Equivalent” means the ratio of the hours an individual works to the entity’s normal full time hours.
- (v) “General Management Expenses” means those costs which pertain to administration of the program or facility. Examples of these expenses are salaries, benefits, taxes, for executive director, secretaries, bookkeeper, etc.,

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as well as costs of office space, overhead expenses, supplies, utilities, etc., which are attributable to administrative expenses.

- (w) “Home-based services program” means a DCYF/DJJS certified program to provide family centered therapeutic interventions with DCYF/DJJS client families, to strengthen family life to prevent premature placement of the child.
- (x) “Non-Allowable Costs” means those costs that have been determined to be inappropriate, unreasonable and/or unrelated to the services provided by the entity.
- (y) “Reasonable Costs” means those costs recognized by DCYF/DJJS as being necessary for the efficient operation of a program and/or a facility.
- (z) “Units of Service” means the average daily attendance times the number of days of operation.
- (ab) “Vendor” or “employer” means the operator of a program or the owner and/or operator of a facility and responsible in either case for management of the program or facility, including hiring and supervision of all employees, staff and substitute staff which make up the personnel of the facility.



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### SECTION III

#### INSTRUCTIONS FOR COMPLETING BUDGET PROPOSAL FORMS

## APPENDIX D-1

### Allocation Guidelines

#### REVENUES

<u>Revenue Item</u>	<u>Allocation Bases</u>	<u>Codes</u>
1. United Way	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
2. Sales	Direct Identification Only	C
3. Local/County Government	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
4. Federal Funding	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
5. State Funding	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
6. Cash Contributions	Direct Identification	C
7. Restricted Funds	Direct Identification Only	C
8. Unrestricted Funds	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
9. Rental Income	Full-Time Equivalents <u>or</u> Square Footage	B C
10. Donations of Goods & Services	Total Program Expense <u>or</u> Direct Identification	A C
11. Endowment Income	Total Program Expense <u>or</u> Full-Time Equivalents <u>or</u> Direct Identification	A B C
12. Other (Specify)	Use one of the above allocations bases, if appropriate, with the corresponding code. If an alternative method is used, obtain prior approval from the DCYF, provide a written explanation of the method and use code "E".	E

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### EXPENSES

<u>Expenditure Item</u>	<u>Allocation Bases</u>	<u>Codes</u>
1. Consultants and Professional Fees	Direct Identification	C
2. Materials and Consumable Supplies	Full-Time Equivalents <u>or</u> Direct Identification	B C
3. Communications	Number of Instruments	G
4. Facility (Rent and Lease)	Full-Time Equivalents <u>or</u> Square Footage	B D
5. Equipment	Direct Identification <u>or</u> Full-Time Equivalents	C B
6. Transportation	Mileage Per Program	H
7. Training/Conferences/Meetings	Direct Identification <u>or</u> Full-Time Equivalents	C B
8. Assistance to Individuals	Direct Identification (Number of Children in Program)	C
9. Medical Supplies/Medications Pharmacy	Room and Board Expense	I
10. Professional Liability and Bonding	Direct Identification	C
11. Comprehensive Property and Liability	Square Footage	D
12. Interest Expense	Square Footage <u>or</u> Direct Identification	D
13. Capital Expenditures	Total Program Expense <u>or</u> Direct Identification	A C
14. Other (Specify)	Use one of the above allocation bases, if appropriate with the corresponding code. If an alternative method is used, obtain prior approval from the DCYF, provide a written explanation of the method and use code "E".	E

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### INSTRUCTIONS FOR THE PROVIDER ENROLLMENT AGREEMENT (FORM 2106)

This form is intended to provide specific provider information. Form 2106 is required to be submitted only once. It is important that:

- all fields are completed
- the entries are legible
- the form is signed by an individual authorized to bind the entity legally.

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FORM 2140

### IDENTIFICATION DATA

#### INSTRUCTIONS FOR COMPLETING THE FORM

1. Part A - Identifying Information  
Enter all information for the operating entity.
2. Part B - Requires that:
  1. A copy of each facility's most recent license.
  2. A copy of the federal determination of tax exemption is submitted.
3. Part C - requires identifying information for each facility or program that an entity operates.
4. Part D - Certification of Accuracy
  1. Requires the name and telephone number and email address of the individual who prepared the budget proposal.
  2. Requires the name of the entity's authorized representative who reviewed the budget proposal.
  3. Requires the signature of the entity's authorized representative assuring the accuracy of the proposal.

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FORM 2141

## PERSONNEL DATA

### INSTRUCTIONS FOR COMPLETING THE FORM

This form contains information for all employees, as identified by column titles. This form also identifies the FTE's for each program for use in revenue and expense allocation to programs.

#### I. HEADING INFORMATION, TOP OF FORM

Entity: Enter the name of the facility or program.

Fiscal Year: Enter the state fiscal year for which the budget is being prepared. .

Original Budget; Amended Budget: Place a check-mark in one blank or the other, depending upon whether the budget being submitted is the original submission or an amended submission required by DCYF/DJJS.

#### II. COLUMN INSTRUCTIONS:

1. Column A: Employee Name. Enter the employee's full name.
2. Column B: Academic Degree. Enter the field of study and degree received, if any, for the employee. All degrees must be listed.
3. Column C: Job Title.
4. Column D: Total FTE. This column represents a total of columns F, H, J, L, N and P of this form.
5. Column E: Total Payroll. This column represents a total of columns G, I, K, M,N,O and Q thru W of this form.
6. Column F: General and Administrative FTE. This column represents the allocation of each employee's time that pertains to administrative and general management activities. The allocation is based upon the percentage of employee's total work time that pertains to these activities.
5. Column G: General and Administrative. This column represents the allocation of each employee's salary that pertains to administrative and general management activities. The allocation is based upon the percentage of employee's total work time that pertains to such activities.
5. Column H: Fund Raising FTE. This column represents the allocation of each employee's time that pertains to fund raising activities. The allocation is based upon the percentage of employee's total work time that pertains to these activities.
6. Column I: Fund Raising. This column represents the allocation of each employee's salary that pertains to fund raising activities. The allocation is based upon the percentage of employee's total work time that pertains to these activities.
6. Column J: DCYF/DJJS/DOE Residential Programs FTE. This column represents the allocation of each employee's time that pertains to the residential program (room, board and treatment). The allocation is based upon the percentage of each employee's total work time that pertains to this program.

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7. Column K: DCYF/DJJS/DOE Residential Program. This column represents the allocation of each employee's salary that pertains to the residential program (room, board and treatment). The allocation is based upon the percentage of each employee's total work time that pertains to this program. Regardless of actual salary, for DCYF/DJJS rate setting, executive staff salary must be reported at a maximum of \$75,000 for the state fiscal year 2001, and subsequently increased annually by that year in Consumer Price Index - Urban as published in February by the United States Department of Labor, Bureau of Labor Statistics.
8. Column L: DCYF/DJJS Other FTE. This column represents the amount of each employee's time that pertains to any DCYF/DJJS program other than the residential services. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
9. Column M: DCYF/DJJS Other. This column represents the amount of each employee's salary that pertains to any DCYF/DJJS program other than the residential services or education costs. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
12. Column N: Other Non DCYF/DJJS and Non DOE Program FTE. This column represents the amount of each employee's time that pertains to any Non DCYF/DJJS and Non DOE programs. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
13. Column O: Other Non DCYF/DJJS and Non DOE Programs. This column represents the amount of each employee's salary that pertains to Non DCYF/DJJS and Non DOE programs. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
10. Column P: Non-Special Education Program FTE. This column represents the amount of each employee's time that pertains to any Non-Special Education funded program. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
11. Column Q: Non-Special Education Program. This column represents the amount of each employee's salary that pertains to any Non-Special Education Program funded program. The allocation is based upon the percentage of each employee's total work time that pertains to any such program.
14. Columns R-W: Special Education Programs. These columns represent the amount of each employee's salary that pertains to Special Education funded programs. Refer to DOE instructions.
15. Totals: Enter totals for each column for FTE's and salary.

Note: FTE means a person working full time for the entity. If an entity's usual working hours are 40 hours per week, a person who usually works those hours = 1 FTE. A person who usually works 20 hours per week would = .5 FTE (20/40); 30 hours per week = .75 FTE (30/40).



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### FORM 2142A

### REVENUES

#### INSTRUCTIONS FOR COMPLETING THE FORM

Revenue generated by an entity that is not restricted to DCYF and DJJS residential programs may be used at the discretion of the entity's board of directors for program enhancements and must be recorded for informational purposes only and will not be included in the rate calculation. Intermediate and General Group Homes may record this revenue in the "DCYF/DJJS Programs (Other)" column.

#### I. HEADING INFORMATION, TOP OF PAGE 1:

This portion of the form is to be completed in the same manner as the identical portion on Form 2141. Refer to the instructions to Form 2141.

#### II. COLUMN INSTRUCTIONS:

##### Column A: TOTAL FACILITY REVENUES

For each line that is applicable, enter total budgeted revenues for all programs, including all programs funded by DCYF/DJJS, those not funded by DCYF/DJJS, and those related to general management.

##### Column B: TOTAL GENERAL AND ADMINISTRATIVE REVENUES

For each line that is applicable, enter all budgeted revenues representing administrative and general management activities.

##### Column C: DCYF/DJJS RESIDENTIAL PROGRAMS

For each line that is applicable, enter all budgeted revenues representing contributions, grants and other support that are restricted for DCYF/DJJS residential programs.

##### Column D: DOE RESIDENTIAL PROGRAM

For each line that is applicable, enter all budgeted revenues representing all contributions, grants and other support that are for DOE residential programs.

##### Column E: DCYF/DJJS OTHER PROGRAM

For each line that is applicable, enter all budgeted revenues representing DCYF/DJJS programs other than residential and special and non-special education programs.

##### Column F: NON-DCYF/DJJS and NON-DOE PROGRAMS

For each line that is applicable, enter all budgeted revenues representing non-DCYF/DJJS and non-DOE programs.

##### Column G: NON-SPECIAL EDUCATION PROGRAM

For each line that is applicable, enter all budgeted revenues representing non-special education programs.

##### Column H & i: SPECIAL EDUCATION PROGRAMS

For each line that is applicable, enter all budgeted revenues representing special education programs.

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### III. LINE ITEM INSTRUCTIONS

- Line 1: **CATEGORY 400 PROGRAM SERVICE FEES**  
This category (Account 401) includes program service fees received from sources other than DCYF/DJJS.  
All program service fees should be budgeted and reported based on a reasonable amount expected to be collected.
- Line 2: **ACCOUNT 401 NON-PROGRAM FEES**  
Enter all anticipated revenues for program funding from sources other than the DCYF/DJJS, and local and federal governments. For example, third party insurance payments, private placement fees, etc.
- Line 4: **CATEGORY 420 PROGRAM SALES**  
This category (Account 421) includes all revenue generated from sales of goods or services related to programs.
- Line 5: **ACCOUNT 421 SERVICE**  
Enter all income generated from direct sales, contracts or services.  
The budget narrative must indicate the basis for projections.
- Line 6: **CATEGORY 430 PRIVATE/PUBLIC SUPPORT**  
All revenues in this category (431-435) must be allocated based on donor restrictions.  
The facility or entity shall apply for public and private sources of funds where applicable and appropriate for the program. Such sources include the Division of Special Education, local education agencies, United Way, etc.
- Line 7: **ACCOUNT 431 UNITED WAY**  
Enter all funds provided by United Way.  
The budget narrative must indicate the United Way Chapter(s) involved and the basis for projection and allocation.
- Line 8: **ACCOUNT 432 LOCAL/COUNTY GOVERNMENT**  
Enter all funds provided by towns, cities or counties.  
The budget narrative must indicate the governmental units involved and the basis for projection and allocation.
- Line 9: **ACCOUNT 433 DONATIONS/CONTRIBUTIONS**  
Enter income received from restricted/unrestricted contributions.  
Enter funds restricted for DCYF/DJJS programs should be entered in Column D.  
The budget narrative must indicate the basis for projection and allocation.
- Line 10: **ACCOUNT 434 OTHER SUPPORT**  
Enter support not covered by above line items.  
  
The budget narrative must indicate source(s) and basis for projection and allocation.
- Line 11: **ACCOUNT 435 ENDOWMENT INCOME**  
Enter interest, dividends, capital gain distributions received in cash from endowments.  
The budget narrative must indicate source(s) and basis for projection and allocation.
- Line 12: **CATEGORY 440 FEDERAL FUNDING**  
This category (441-444) includes any federal grants received.  
The budget narrative must indicate the purpose and amount of any federal grant.

## APPENDIX D-1

The facility or entity must apply for federal funding where applicable and appropriate for the program. Such sources include U.S. Department of Agriculture, National Runaway.

- Line 13: ACCOUNT 441 TITLE I  
Enter funds received to supplement the cost of providing education to educationally handicapped youths.
- Line 14: ACCOUNT 442 NATIONAL RUNAWAY  
Enter funds received to provide shelter or services to runaway children.
- Line 15: ACCOUNT 443 USDA  
Enter funds received to purchase or subsidize the purchase of food.  
Enter the value of food commodities received.  
The budget narrative shall indicate the basis for projection and allocation.
- Line 16: ACCOUNT 444 OTHER FEDERAL GRANTS  
Enter any other federal grants received for programs or administrative expense.  
The budget narrative shall indicate the basis for projection and allocation.
- Line 17: ACCOUNT 450 RENTAL INCOME  
Enter any income obtained as the result of property or equipment rental.  
The budget narrative shall describe the property or equipment rented and the basis for projected revenue amount.  
Rental income that can be allocated to specific programs is allocated on the basis of square footage or full-time equivalents of the program(s) involved. All rental income that cannot be identified to specific programs must be included in general management. This includes income from rental of computer hardware or software, and time-sharing income. The narrative must give a complete breakdown, the source and how the income is to be allocated.
- Line 18: ACCOUNT 460 INTEREST INCOME  
Enter all revenue generated from savings accounts except for endowment accounts.  
The budget narrative must describe the source of interest and the basis for projection.
- Line 19: ACCOUNT 470 RECOGNIZED GAINS ON SALE OF ASSETS  
All amounts are to be allocated on the same basis as depreciation was recorded for the asset.  
Recognized gain when the sale or trade value exceeds the net book value of the asset.  
The budget narrative must specify the asset and the calculation used in determining the amount of gain recognized.
- Line 20: ACCOUNT 480 OTHER REVENUES  
Enter revenues not reported in any of the above line items.  
The source and basis for projection and allocation must be included in the budget narrative.
- Line 21: ACCOUNT 490 SURPLUSES CARRIED FORWARD (DOE ONLY)  
Enter any surplus generated in the most recent fiscal year. "Surplus" is defined as the positive net difference of revenue after expense from operations, regardless whether that difference is called surplus, profit, excess of support and revenue over expense, fund balance increase on the entity's books of account.  
The budget narrative must document the basis for amounts used.
- Line 23: SUB-TOTAL REVENUES  
Enter the total of amounts entered in Lines 1-21, above.
- Line 24: GENERAL MANAGEMENT ALLOCATION  
Enter the amount from Column B. This entry shall be the 'TOTAL GENERAL MANAGEMENT REVENUE' amount to be allocated.

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Line 25: TOTAL REVENUES  
Enter the total amounts for each column.

## APPENDIX D-1

### FORM 2142B

### EXPENDITURES

#### INSTRUCTIONS FOR COMPLETING THE FORM

##### I. HEADING INFORMATION:

Complete in the same manner as the identical portion on Form 2141. Refer to the instructions for Form 2141.

##### II. COLUMN INSTRUCTIONS:

**Column A: TOTAL FACILITY EXPENSES**

For each line that is applicable, enter total budgeted expenses for all programs, including all programs funded by DCYF/DJJS, those not funded by DCYF/DJJS, and those related to general management.

**Column B: TOTAL GENERAL AND ADMINISTRATIVE EXPENSES**

For each line that is applicable, enter all budgeted expenses representing administrative and general management activities.

**Column C: FUND RAISING**

For each line that is applicable, enter all budgeted expenses representing fund raising costs.

**Column D: DCYF/DJJS RESIDENTIAL PROGRAM**

Enter the total budgeted expense for room, board and treatment components of a DCYF/DJJS residential program.

**Column E: OTHER DCYF/DJJS OTHER PROGRAMS**

Enter the total budgeted expense for other DCYF/DJJS programs.

**Column F: OTHER NON-DCYF/DJJS/DOE**

Enter budgeted expense, if any, which does not pertain to DCYF/DJJS programs and which is not shown in any other column.

**Column G: NON-SPECIAL EDUCATION PROGRAM**

Enter the total budgeted expense for this program.

**Columns H & I: SPECIAL EDUCATION PROGRAMS**

For use per DOE instructions only.

**Column J, K, L and M: SPECIAL EDUCATION THERAPIES**

For use per DOE instructions only.

##### III. LINE ITEM INSTRUCTIONS

**Line 30: ACCOUNT 601 SALARIES AND WAGES**

Enter payment for regular full and part-time personnel accrued in whatever form whether paid immediately or deferred for services rendered by employees of the vendor during the fiscal year. Include premiums for overtime, extra pay shifts, and multi-shift work where applicable. (From Form 2141)

Regardless of actual salary, for DCYF/DJJS rate setting purposes, executive staff salary shall be reported at a maximum of \$75,000 for the state fiscal year 2001, and subsequently increased annually by

## APPENDIX D-1

the increase for that year in the Consumer Price Index - Urban as published in February by the United States Department of Labor, Bureau of Labor Statistics.

Line 31: ACCOUNT 602 EMPLOYEE BENEFITS

Enter all group fringe benefit plans provided to regular full and part-time employees, e.g., health insurance, dental insurance, retirement plans, worker compensation.

The budget narrative must indicate the types of benefits provided and the method used for calculating the cost of each type by program.

Benefit plans must be in conformance with state and federal law. The cost of fringe benefit plans must be allocated to programs on the same basis as salaries and wages in accordance with 601 guidelines above.

Line 32: ACCOUNT 603 TEMPORARY STAFF

Enter all temporary personnel costs associated with staffing coverage needed due to employee absenteeism and/or staff vacancies.

The budget narrative must show the method used for determining cost. Example: Based on past experience, substitute coverage was needed for 25 days per year. 25 days X \$25/day = \$625.

The amount of substitute coverage budgeted for direct service staff whose presence is considered essential for the day-to-day supervision of clients must be based on documented use and costs.

Line 33: ACCOUNT 604 PAYROLL TAXES

Enter all payments made for F.I.C.A. and unemployment.

The budget narrative must project the calculation of costs by program.

F.I.C.A. = prevailing rate x Total FICA salaries per program. State and Federal Unemployment

Insurance = Rate as determined by the applicable state and federal agencies x the eligible salary/wage of each employee. F.I.C.A. salaries and wages shall not exceed the limit stated in 601 guidelines. If an entity elects to fund an employment compensation reserve, the entity shall not also include unemployment tax as an expense on this line.

Line 34: ACCOUNT 621 CLIENT EVALUATIONS

Enter all professional services purchased that are for purposes of obtaining comprehensive screening evaluations as well as other types of evaluations (this shall not include the cost of any full or part-time staff, as reflected in the personnel budget, whose responsibilities include client evaluations).

The budget narrative shall explain how evaluation costs were developed, including the number of clients and types and costs of evaluations to be purchased.

The amount budgeted for client evaluations shall be based upon past documented actual costs. Services available through or cost reimbursed by other Federal, State of Community agencies shall be utilized whenever possible and when such use does not represent a detriment to the child.

Line 35: ACCOUNT 622 CLIENT TREATMENT OR SERVICES

Enter all costs for purchasing specialized client services on a full or part-time basis.

The budget narrative shall explain how treatment service costs were developed, including the number of clients and types and costs of services to be purchased.

The amount for client treatment shall be based upon past documented actual costs. Services available through or cost reimbursed by other Federal, State, or Community agencies shall be utilized whenever possible and when such use does not represent a detriment to the child.

Line 36: ACCOUNT 623 ACCOUNTING AND AUDIT FEES

Enter the cost of accounting and auditing fees supplied by outside providers. This includes check-writing and payroll fees. The cost of services provided by employees of, or other people who are affiliated with the vendor shall not be entered on this line.

The budget narrative shall explain the purpose and cost of accounting fees and the amount projected for audits. This line item shall be reflected in "General Management Expenses Column C" only.

Line 37: ACCOUNT 624 LEGAL FEES

## APPENDIX D-1

Enter all legal service costs that the vendor expects to incur in order to fulfill obligations to DCYF/DJJS. The budget narrative shall explain the purpose and cost of legal fees. The method of cost allocation programs shall be based upon direct costs.

No funds dispensed through the Divisions in this category or any other category shall be used to pay any legal fees that involve litigation's or disputes against the Divisions or any other state agency.

Furthermore, no funds dispensed through the Divisions shall be used to pay any fines, paybacks or other court-ordered payments as a result of investigation or litigation against the facility or program.

**Line 38: ACCOUNT 625 OTHER PROFESSIONAL SERVICES AND CONSULTANTS**

Enter all consultant or professional fees not covered by the accounts above, such as program evaluations. Fees incurred for any type of staff development or training shall be reflected in the appropriate staff development line item (Lines 40-42).

The budget narrative shall explain the purpose and cost of other fees anticipated. The method of cost allocation to the programs should be based upon direct cost, if possible, or number of clients.

Consultant costs shall be allowed when:

- A. The nature and scope of the consultant service are necessary, pertain to the organization's functions, activities or programs or to nutritional services, and cannot be provided by the organization's employees or can be more economically performed by consultants than by employees;
- B. The fee charged for the service by the consultant is consistent with customary fees charged by the similarly qualified consultants for the service and is reasonable in relation to the services;
- C. The consultants are not involved with the recovery of costs or funds from federal, state or local government; and
- D. The consultants are not employees of the organization or of any parent organization.

**CATEGORY 630 STAFF DEVELOPMENT AND TRAINING**

This category (Accounts 631-634) includes all staff development and training costs for conferences, workshops, conventions, in-service training and tuition except for travel costs. Travel costs shall be shown in staff transportation. For residential programs, expenditures for this category of costs shall not exceed the average aggregate of such expenditures for staff development and training for all providers in the 3 prior fiscal years times the program's full-time equivalent employees. For residential programs, cost in excess of the established cap shall be recorded on line 76 of this form.

The budget narrative shall explain the purpose and method used to project costs for staff development and training line items. The method of cost allocation to programs shall be based upon direct costs, if possible, or number of FTEs.

**Line 39: ACCOUNT 631 JOURNALS AND PUBLICATIONS**

Enter the cost of all books, publications and training materials purchased for staff development/training purposes.

**Line 40: ACCOUNT 632 IN-SERVICE TRAINING**

Enter the costs of paying professionals to provide in-service training or consultation to any staff members.

**Line 41: ACCOUNT 633 CONFERENCES AND CONVENTIONS**

Enter all expenses for attending any conferences, workshops, and conventions except travel costs. Show travel costs in Account #741, staff transportation.

Costs of conferences or meetings are allowed when the primary purpose of the conference is dissemination of technical information and is part of the facility's approved staff development plan.

**Line 42: ACCOUNT 634 OTHER STAFF DEVELOPMENT**

Enter any staff development costs not covered by the accounts above (such as individual staff member's tuition).

**CATEGORY 640 OCCUPANCY COSTS**

This category (Accounts 641-647) includes all physical plant costs, except depreciation charges.

## APPENDIX D-1

All occupancy costs shall be cost-allocated to programs and general management. The method of cost allocation is to be based upon square footage, if possible, or FTE's. The budget narrative shall provide a breakdown of interest and principal.

Line 43: ACCOUNT 641 RENT

Enter the cost of renting any building utilized for the facility or program as described in Line 43. Rental cost for space is allowable if the charge does not exceed the cost of comparable space and facilities in the same locality. Rentals shall be documented by a lease agreement. Any lease shall stipulate the extent of the lessee's responsibility for renovations. Major renovations that add to the permanent value of the property or appreciably prolong its life, and wherein the cost is borne by the organization shall be depreciated. Depreciation on leasehold improvements shall be allowed only when approved by the DCYF/DJJS as specified in Line 55 "Capital Expenditures".

Line 44: ACCOUNT 643 HEATING COSTS

Enter all heating costs, e.g. electricity, gas or oil. Exclude these costs if they are included in a rental or lease agreement.

Line 45: ACCOUNT 644 OTHER UTILITIES

Enter all other utility costs, i.e. electricity, water, sewage, gas, etc. These costs shall be excluded if they are included in a rental or lease agreement.

Line 46: ACCOUNT 645 MAINTENANCE AND REPAIRS

Enter the costs of materials and supplies needed for routine maintenance and repairs and/or maintenance contracts (e.g. garbage removal, snowplowing).

Exclude these costs if they are included in a rental or lease agreement.

Line 47: ACCOUNT 646 TAXES

Enter real estate tax payments. Taxes for which an exemption is available, income taxes, business profits tax and payments in lieu of taxes shall be excluded.

Line 48: ACCOUNT 647 OTHER OCCUPANCY COSTS

Enter any other occupancy costs not covered by the line items listed above, include renovation costs in capital expenditures).

**CATEGORY 650 CONSUMABLE SUPPLIES**

This category (Accounts 651-656) includes all costs for expendable supplies.

All consumable supplies shall be cost allocated to programs base the method of allocation on direct costs, if possible, or FTEs.

Line 49: ACCOUNT 651 OFFICE SUPPLIES

Enter costs of consumable materials used for office operations, e.g., paper, pens, notebooks, printed checks, photocopy supplies.

Line 50: ACCOUNT 652 BUILDING/HOUSEHOLD SUPPLIES

Enter costs of consumable supplies used for buildings and grounds as well as all household supplies, e.g. toilet paper, towels, cleaning supplies, crockery, flatware.

Line 51: ACCOUNT 653 EDUCATIONAL/TRAINING SUPPLIES

Enter costs of materials used in client programs, e.g. paper, pens, paintbrushes, sets of practice materials, magazine or book subscriptions for clients' use.

Line 52: ACCOUNT 654 PRODUCTION AND SALES

Enter the cost of materials that are purchased for the purpose of making products that are to be sold.



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The production and sales expense shall not be more than the revenue generated from sales, and shall be allocated on the same basis as program sales.

Line 53: ACCOUNT 655 FOOD

Enter the cost of raw or prepared food goods.

Line 54: ACCOUNT 656 MEDICAL SUPPLIES

Enter the cost of medicines, drugs, first aid supplies, and employee physicals required by state law.

Line 55: ACCOUNT 660 CAPITAL EXPENDITURES (complete Form 2143 before making entries on this line).

Enter total depreciation charges for items or groups of items used for program purposes costing \$1,000 or more and having a useful life of one year or more. Reimbursement for capital expenditures is available through depreciation charges only. Depreciation charges shall be based on historical acquisition cost less estimated salvage value allocated over the estimated useful life of the asset. Depreciation salvage value shall be calculated on buildings and vehicles only. Determine useful life on the basis of the particular operating conditions and the generally accepted useful life of similar assets.

Adequate property records must be maintained and the straight-line method of computing depreciation used.

Allowable costs for purchase of the equipment and like items shall be as indicated in Appendix C of the 2000-2003 state of New Hampshire budget manual issued biennially by the department of administrative services budget office, prior to the submission of the budget for odd-numbered fiscal years. Any deviations from the guidelines shall require the written approval of the DCYF and/or DJJS directors or authorized representative, based upon reasonable and allowable cost pursuant to He-C 6422.20 and He-C 6422.21.

The costs of capital improvements required for health or safety, continued present operations, and immediate expansion or long-range expansion to provide service for DCYF/DJJS children, shall be submitted in writing to DCYF. All capital expenditures including purchases, major renovations and leasehold improvements for which DCYF/DJJS reimbursement is requested shall be included in the budget proposal. Any expenditure not included shall not be reimbursed. The need to fund extraordinary or emergency capital expenditures shall be submitted in writing to DCYF/DJJS as circumstances arise that require such funding. Determination to all extraordinary or emergency funding of capital expenditures is made by DCYF/DJJS based upon reasonable and allowable costs.

The method of cost allocation must be based upon square footage, if possible, or FTE's.

The minimum requirement for replacement of a vehicle is 3 years of age or 60,000 miles, whichever occurs first.

The interest rate for the purchase or improvement of capital assets must not exceed the prevailing rates at the time the loan was secured.

Gains and losses on sale, retirement, or other disposition of property which qualify as depreciable must be reflected as a credit or charge to the program in which the asset was being used. The amount of the credit or charge shall be the difference between the amount realized on the asset and the undepreciated basis and no gain or loss from the sale of depreciated property shall be recorded as a credit or charge under the following conditions:

- (A) The gain or loss is or could be processed against a depreciation account;
- (B) The property is given in exchange as part of the price of a similar asset and the gain or loss is taken into account in determining the depreciation costs basis of the new asset;
- (C) A loss occurs from the failure to maintain permissible insurance;

## APPENDIX D-1

(D) Gains or losses resulting from mass or extraordinary sales, retirements, or other dispositions are considered on a case-by-case basis; and

(E) Gains or losses resulting from the sale or exchange of non-DCYF/DJJS assets or those not qualifying for depreciation are not allowable.

The following shall be excluded from allowable depreciation expense:

(A) Cost of land.

(B) Donated assets or assets purchased with donated funds.

(C) Assets acquired through grants from federal, state or local governments, or from private organizations, foundations or companies.

(D) Idle or excess assets.

(E) Depreciation expense computed under methods other than the straight-line method.

(F) Major capital expenditures not approved by DCYF/DJJS.

**Line 55A ACCOUNT 660 CAPITAL EXPENDITURES FROM DONATED FUNDS**

This is used for DOE purposes only.

**Line 56: ACCOUNT 670 EQUIPMENT RENTAL**

Enter costs of renting equipment (include postage meters in Account #730 - postage).

The budget narrative must indicate the type and purpose of rented equipment. If direct allocation is not possible, FTEs must be used. Copies of rental agreements must be submitted with the budget proposal.

**Line 57: ACCOUNT 680 EQUIPMENT MAINTENANCE AND REPAIRS**

Enter costs of equipment repairs and service maintenance contracts or agreements.

**Line 58: ACCOUNT 700 ADVERTISING**

Enter costs for employee recruitment only. Other advertising must not be allowed.

The budget narrative must indicate the basis for projected advertising costs. If direct cost allocation is not possible, FTEs shall be used.

**Line 59: ACCOUNT 710 PRINTING**

Enter costs of printing forms, leaflets, brochures, for programs funded by the DCYF/DJJS.

The budget narrative must indicate the basis for projected printing costs. If direct cost allocation is not possible, FTEs must be used.

**Line 60: ACCOUNT 720 TELEPHONE AND COMMUNICATIONS**

Enter costs related to telephones, fax machines and similar expenses.

The budget narrative must indicate the type of telephone system, number of instruments, number of watts lines and costs, and whether phones are leased or owned. The method of allocation must be based on the number of instruments.

**Line 61: ACCOUNT 730 POSTAGE AND SHIPPING**

Enter costs related to postage stamps, trucking, delivery, and rental of postage meter.

The method of allocation shall be based upon direct costs whenever possible.

**CATEGORY 740 TRANSPORTATION**

This category (Accounts 741-744) includes costs for staff and client transportation.

Mileage reimbursement for business use of facility or program or personal vehicles shall not exceed the prevailing reimbursement rate per mile of the State of New Hampshire. If vehicles are leased or rented and include so-called "Free Mileage", such mileage is not eligible for reimbursement. Also, any portion of vehicle expense, which is reimbursed through depreciation charges, must be excluded from the mileage reimbursement rate.

**Line 62: ACCOUNT 741 STAFF TRANSPORTATION**

## APPENDIX D-1

Enter costs for travel and transportation of agency staff, such as mileage reimbursement, rental of vehicles, hotels, meals, etc.

The budget narrative must describe the basis for these cost projections.

Line 63: ACCOUNT 742 CLIENT TRANSPORTATION

Enter costs for transportation of clients, with the exception of drivers who should be shown in the personnel budget.

The budget narrative must indicate the basis for client transportation costs.

Line 64: ACCOUNT 743 VEHICLE LEASE

Enter cost of vehicle lease for vehicles used for program purposes. Attach copies of vehicle leases and registrations. Purchased vehicles must be depreciated.

Line 65: ACCOUNT 744 VEHICLE MAINTENANCE AND REPAIRS

Enter costs related to vehicle maintenance and repairs for vehicles used for program purposes.

### CATEGORY 760 INSURANCE

This category (Accounts 761-763) includes costs of usual and customary insurance coverages. Copies of insurance quotes or the face page of policies must be submitted with the budget proposal.

Line 66: ACCOUNT 761 PROFESSIONAL LIABILITY AND BONDING

Enter all payments made for professional liability and bonding.

The budget narrative shall indicate the number and types of employees covered and the limits of coverage. The method of allocation shall be based upon direct costs.

Line 67: ACCOUNT 762 VEHICLES

Enter all vehicle insurance costs.

The budget narrative shall include the number of vehicles covered, the type of coverage and the limitations. The method of allocation shall be direct identification.

Line 68: ACCOUNT 763 COMPREHENSIVE PROPERTY AND LIABILITY

Enter comprehensive property and liability and directors' and officers' insurance costs. Comprehensive general liability insurance against all claims of bodily injury, death, and property damage or loss shall be in amounts of not less than \$250,000 per claim and \$2,000,000 per incident. Fire and extended coverage insurance covering all property shall be in an amount not less than 80% of the whole replacement value of the property.

Self-insurance costs but only if the agency provides documentation to show that sufficient self-insurance coverage is maintained to guard the program against those losses which would have been normally covered if the agency had purchased the appropriate level of insurance.

The budget narrative shall indicate the types and limitations of coverage. The method of allocation shall be based on square footage.

Line 69: ACCOUNT 770 MEMBERSHIP DUES

Enter dues, memberships and subscriptions in civic, business, technical and professional organizations. Costs shall be allowable only when the benefit from membership is related to the organization's programs, the cost is reasonable in relation to the value or benefits received, and the expense is not for membership in an organization that devotes a substantial part of its activities to influencing legislation. The budget narrative shall identify the specific agency memberships. The method of allocation shall be based on direct costs or FTEs.

Line 70: ACCOUNT 780 INTEREST

Enter the interest costs for the purchase or improvement of capital assets which have been approved by DCYF/DJJS. The interest rates shall not exceed the prevailing rates at the time the loan was secured.

## APPENDIX D-1

Interest expense on loans for working capital that exceeds 1% of the total approved budget of the program, or any anticipated interest expense on loans for working capital that cannot be directly identified as being due to delays in payments and outside of the entity's ability to control is not allowed. Interest expense on loan for deficit funding is not allowable. The budget narrative shall identify the detail of the debt on which the agency anticipates accruing interest expense and the basis for allocation. A copy of the loan note must be submitted with the budget proposal.

Line 71: **ACCOUNT 800 OTHER EXPENSES**

Enter any costs which are not included in any of the above line items.

The budget narrative shall describe any other expenses and the basis for projected costs in detail.

Line 72: **ACCOUNT 900 PARENT OVERHEAD**

Enter charges to an organization's programs from a parent or affiliated organization provided that the charges are defined as allowable costs and that the charges are allocated to all programs on the same basis. These charges shall be displayed in Column B on budget Form 2142A.

Charges for parent overhead must be documented by an itemized schedule listing the components of the charge and the parent company's total cost for each component. The basis for allocation must be included in the budget narrative.

If a program or facility includes charges for general management, parent overhead charges shall not also be reimbursable.

Line 73: **SUB-TOTAL EXPENSES**

Enter the total of amounts entered in Lines 30-72, above.

Line 74: **GENERAL MANAGEMENT ALLOCATION**

Enter the amount from Column B, Line 73 into Column B, Line 74. This entry shall be the "TOTAL GENERAL MANAGEMENT EXPENSES" amount to be allocated.

Allocate "TOTAL GENERAL MANAGEMENT EXPENSES" from Column B, Line 74 to other activities - i.e., Columns for which there is a sub-total in Line 73 - based upon the percentage of each activities SUB-TOTAL EXPENSES (Line 73) to the total of Column A Line 73.

Line 75: **TOTAL PROGRAM EXPENSES**

Add Lines 73 and 74 and enter the results in this Line.

**CATEGORY DCYF/ DJJS EXPENSES ONLY**

This category includes costs usually reimbursed by DCYF/DJJS but not by DOE.

Line 76: **MINUS STAFF DEVELOPMENT COSTS EXCEEDING CAP**

Enter the amount of staff development costs that exceed the established staff development cap times the number of program FTE's.

Line 77: **MINUS CAPITAL EXPENDITURES PURCHASED WITH DONATED FUNDS**

For DOE purposes only.

Line 78: **CATEGORY 750 ASSISTANCE TO INDIVIDUALS**

This category includes costs of items which are required for support and maintenance of clients and which are not included in any other category or account.

Line 79: **ACCOUNT 751 CLOTHING**

Enter costs for client clothing. Clothing costs not to exceed the average aggregate cost per child of children's clothing for all facilities during the 3 prior fiscal years times the number of children in the facility.

Line 80: **ACCOUNT 752 HYGIENE**

## APPENDIX D-1

Enter costs of personal care and grooming items.  
Allocation shall be based upon direct costs.

Line 81: ACCOUNT MEDICAL DIRECTOR  
Enter costs for Medical Director.

Line 82: ACCOUNT OTHER  
Enter any other costs that are paid by DCFY/DJJS and not by DOE.

Line 83: SUB-TOTAL EXPENSES  
Enter the total of amounts entered in Lines 76-82, above.

Line 84: GENERAL MANAGEMENT ALLOCATION  
Enter the amount from Column B, Line 83 into Column B, Line 84. This entry shall be the "TOTAL GENERAL MANAGEMENT EXPENSES" amount to be allocated.  
Allocate "TOTAL GENERAL MANAGEMENT EXPENSES" from Column B, Line 83 to other activities - i.e., Columns for which there is a sub-total in Line 83 - based upon the percentage of each activities SUB-TOTAL EXPENSES (Line 83) to the total of Column A Line 83.

Line 85: TOTAL PROGRAM EXPENSES  
Enter sum of Lines 75, 83 and 84 and enter the results in this Line.

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### FORM 2143

#### DEPRECIATION SCHEDULE

#### INSTRUCTIONS FOR COMPLETING THE FORM

##### I. HEADING INFORMATION, TOP OF FORM

This portion of the form is to be completed in the same manner as the identical portion on Form 2141. Refer to the instructions for Form 2141.

##### II. BODY OF FORM

- Column A:      **ITEM TO BE DEPRECIATED**  
Enter the description of the item.
- Column B:      **METHOD OF ACQUISITION**  
Describe how the item was acquired using these codes:  
P = Purchase  
D = Donation  
O = Other  
If "O" is used, provide explanation at the bottom of the form. If an item has been donated, do not make entries in Columns K and L.  
DCYF/DJJS will not fund depreciation on donated assets or assets purchased with donated funds or assets acquired through grants from governmental or private agencies.
- Column C:      **DATE PURCHASED**  
Enter the month and year, using numerals, when the item was purchased.
- Column D:      **MONTH/YEAR STARTED DEPRECIATION**  
Enter the month and year; using numerals, when the item was put into use or service.
- Column E:      **QUANTITY**  
Enter the number of items acquired.
- Column F:      **TOTAL ACTUAL COST**  
Enter the amount actually paid for the item(s).
- Column G:      **SALVAGE VALUE**  
Enter the estimated salvage or trade-in value of the item(s) at the end of its/their useful life.  
Depreciation salvage value shall be calculated on buildings and vehicles only.
- Column H:      **AMOUNT TO BE DEPRECIATED**  
Subtract the salvage value from the actual cost and enter the remainder here.
- Column I:      **USEFUL LIFE**  
Enter the expected number of years during which the item(s) will be effectively usable.
- Column J:      **TOTAL ANNUAL DEPRECIATION**  
Divide AMOUNT TO BE DEPRECIATED (Column 7) by USEFUL LIFE (Column 8) and enter the result here.

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Column K:	<b>PERCENT USE FOR PROGRAM</b> Determine the percent of time that the item(s) will be used for programs or activities funded by DCYF/DJJS and enter that number here. For allocation to multiple programs use page 2.
Column L:	<b>APPLICABLE ANNUAL DEPRECIATION</b> Multiply Column J by Column K and enter the result here.
Column M-T	<b>PERCENT USE FOR PROGRAM AND APPLICABLE ANNUAL DEPRECIATION</b> For use if equipment is used for multiple programs.
Column U	<b>TOTAL DEPRECIATION CHARGES:</b> Add amounts in Column L,N,P,R and T and enter the total here and on Form 2142B, Line 55.

## APPENDIX D-1

### FORM 2144

#### RATE COMPUTATION

#### INSTRUCTIONS FOR COMPLETING THE FORM

##### I. HEADING INFORMATION, TOP OF FORM

This portion of the form is to be completed in the same manner as the identical portion on Form 2141. Refer to the instructions for Form 2141.

##### II. LINE ITEM INSTRUCTIONS

###### SECTION I - SPECIAL EDUCATION PROGRAMS

For use per DOE instructions.

###### SECTION II - SPECIAL EDUCATION THERAPIES

For use per DOE instructions.

###### SECTION III - DCYF/DJJS PROGRAMS

- Line 13: TOTAL EXPENSE  
Enter the amount from Form 2142B, Line 84, Column D or G.
- Line 14: TOTAL REVENUE  
Enter the amount from Form 2142A, Line 25, Column C or G.
- Line 15: NET EXPENSE  
Enter the result of Line 13 minus Line 14.
- Line 16: CERTIFIED CAPACITY  
Enter the number of beds certified by DCYF/DJJS.
- Line 17: UTILIZATION FACTOR  
Enter the utilization factor from Form 2144A, Section II, Column C, line 4.  
Any utilization factor greater than 95% shall be reduced to 95% for rate setting purposes;  
and any utilization factor less than 89% shall be increased to 89% for rate setting purposes.
- Line 18: RATE CALCULATION CAPACITY  
Enter the result of Line 16 multiplied by Line 17.
- Line 19: LENGTH OF PROGRAM YEAR  
Enter the number of program days available in the fiscal year (all ongoing residential programs = 365 days).
- Line 20: UNITS OF SERVICE  
Enter the result of Line 18 multiplied by Line 19.
- Line 21: DAILY RATE  
Enter the sum of Line 15 divided by Line 20



## APPENDIX D-1

FORM 2144A

PROGRAM DATA

### INSTRUCTIONS FOR COMPLETING THE FORM

#### I. HEADING INFORMATION, TOP OF FORM

This portion of the form is to be completed in the same manner as the identical portion on Form 2141. Refer to the instructions for Form 2141.

#### II. LINE ITEM INSTRUCTIONS

##### SECTION I - SPECIAL EDUCATION PROGRAMS

For use per DOE instructions.

##### SECTION II - DCYF/DJJS PROGRAMS

##### Rate Utilization Factor

- Column A:      **NUMBER OF DCYF/DJJS CERTIFIED BEDS**  
Enter the number of beds certified by DCYF/DJJS for each of the past three state fiscal years.
- Column B:      **AVERAGE DAILY ATTENDANCE**  
Enter the average daily attendance for each of the past three state fiscal years.
- Column C:      **UTILIZATION FACTOR**  
Enter the sum of dividing the total of column B by the total of column A.
- Line 1:          **FISCAL YEAR 20\_\_**  
Enter the state fiscal year three years prior to the current state fiscal year and the appropriate number of DCYF/DJJS certified beds and average daily attendance for that year.
- Line 2:          **FISCAL YEAR 20\_\_**  
Enter the state fiscal year two years prior to the current state fiscal year and the appropriate number of DCYF/DJJS certified beds and average daily attendance for that year.
- Line 3:          **FISCAL YEAR 20\_\_**  
Enter the state fiscal year one year prior to the current state fiscal year and the appropriate number of DCYF/DJJS certified beds and average daily attendance for that year.
- Line 4:          **TOTAL**  
Enter the sum totals of columns A and B.  
Enter the sum of column B divided by column A.      This amount is entered on Form 2144, line 17.

## APPENDIX D-1

### FORM 2144B

#### AVERAGE AGGREGATE COSTS

#### INSTRUCTIONS FOR COMPLETING THE FORM

##### STAFF DEVELOPMENT AND TRAINING COSTS

- Line 1: FISCAL YEAR 20\_\_  
Enter the state fiscal year three years prior to the current state fiscal year and the actual development and training cost and FTE' for that year.
- Line 2: FISCAL YEAR 20\_\_  
Enter the state fiscal year two years prior to the current state fiscal year and the actual development and training cost and FTE' for that year.
- Line 3: FISCAL YEAR 20\_\_  
Enter the state fiscal year one year prior to the current state fiscal year and the actual development and training cost and FTE' for that year.
- Line 4: TOTAL  
Enter the total of lines 1, 2, and 3 in columns A - F.
- Line 5: THREE-YEAR AVERAGE  
Divide Line 4 Column E by Line 4 column F and enter the sum in Column E.
- Column A: ACTUAL COSTS - Journals and Publications  
Enter the actual staff development and training costs for journals and publication for each of the three prior state fiscal years.
- Column B: ACTUAL COSTS - In-service  
Enter the actual staff development and training costs for in-services for each of the three prior state fiscal years.
- Column C: ACTUAL COSTS - Conferences  
Enter the actual staff development and training costs for conferences, workshop and conventions for each of the three prior state fiscal years
- Column D: ACTUAL COSTS - Other Staff Development  
Enter the actual staff development and training costs for other staff development activities for each of the three prior state fiscal years.
- Column E: ACTUAL COSTS - Total  
Enter the total of columns A, B, C and D.
- Column F: NUMBER OF FTE  
Enter the number of FTE for each of the three prior state fiscal years.

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### CLOTHING COSTS

- Line 6: FISCAL YEAR 20\_\_  
Enter the state fiscal year three years prior to the current state fiscal year and the actual clothing costs and number of children in the facility for that year.
- Line 7: FISCAL YEAR 20\_\_  
Enter the state fiscal year two years prior to the current state fiscal year and the actual clothing costs and number of children in the facility for that year.
- Line 8: FISCAL YEAR 20\_\_  
Enter the state fiscal year one year prior to the current state fiscal year and the actual Clothing costs and number of children in the facility for that year.
- Line 9: TOTAL  
Enter the total of lines 6, 7, and 8 in columns A and B.
- Line 10: THREE-YEAR AVERAGE  
Divide Line 9 Column A by Line 9 Column B and enter the sum in Column B.
- Column A: ACTUAL COSTS  
Enter the actual Clothing costs for each of the three prior state fiscal years.
- Column B: NUMBER OF CHILDREN  
Enter the actual number of children in the facility for each of the three prior state fiscal years.